

Columbus Art Commission**Certificate of Approval Application NEW WORKS OF ART**Project Name Art From Nature Date 9/15/16**Exact Location of the Proposed Project**The natural sculpture will be installed between two dead ash trees near 4th Street in Iuka ParkType of Art Work Temporary Natural Sculpture

(e.g. sculpture, mural, installation, video, etc.)

Type of Action Requested (Check as many as apply)

- ☐ Conceptual review of project design and placement
☒ Design approval
☐ Design reconsideration
☐ Placement approval
☐ Alteration to CAC approved design and/or placement
☐ Placement reconsideration

Proposed Installation (Check as many as apply)

- ☒ Temporary - Please list length of duration (up to 5 years) Up to 5 years depending on rate of deterioration
☐ Long-term - Duration greater than five years to indefinitely
☐ Installation of individual work(s)
☐ Integrated into the design and physical development of a building, capital improvement, park, plaza, etc.
☒ On property owned or leased by the City of Columbus
☐ In, on or over the public right-of-way

Ownership

- ☐ Art will be owned by the City of Columbus
☐ Art will be donated to the City of Columbus
☐ Art will be loaned to the City of Columbus
☒ Art will be privately owned with no affiliation to the City of Columbus and will be maintained by the applicant.

List the City Department responsible for design, placement and maintenance of the installation, if applicable (Please specify).

City Department Contact Mollie O'Donnell mhodonnell@columbus.gov 614.645-3308

Name Email Phone

Applicant Contact InformationName University District Organization c/o Matt HansenAddress 2231 N High StreetPhone 614.294.5113

Fax _____

Email matt@universitydistrict.orgWebsite universitydistrict.org


Applicant Signature



Supporting City Department Signature (If applicable)





Please include eight hard copies and one electronic version in PDF format (DVD/CD) of the check list materials, unless otherwise indicated.

- ☐ Artist/organization project description, including how the project originated and who is involved.
- ☐ Resume/Exhibition List and CD Rom or photos of Artist's previous work.
- ☐ Proposed timeline for fabrication and installation (and removal date/plan if temporary).
- ☐ Specific materials: specify dimension, weight, materials, color, texture and finish. Provide one full set of samples. If the work is a mural, specify type and brand of paint. Include maintenance considerations for all materials.
- ☐ Artwork foundation/support attachment.
- ☐ Site plan and contextual photo of site. Please note whether the site/building (if mural) is listed as historic, or is located in a historic district.
- ☐ Elevation drawings showing the relationship of the work to the site.
- ☐ Scale model of the work showing its relationship to the site, (if required by the Commission).
- ☐ Budget and funding sources (committed and anticipated).
- ☐ Include a strategy for maintenance, including a complete list of all maintenance requirements.
- ☐ If the work is to be donated or placed on loan, provide a letter of support from the coordinating City Department.
- ☐ Documentation of community process, including input and responses, from neighborhood organizations, such as city commissions, civic associations and societies, if applicable.

Temporary Art Only

- ☐ In addition to the items listed above, provide proof of liability insurance. If the insurance is being provided by another organization, please list the entity.

_____.

Artist Contact Information

Name Walter Herrmann

Address _____

Phone (614) 783-1835 Fax _____

Email wherrmann75@gmail.com Website _____

NOTE: Columbus Art Commission Approval shall be required **in addition** to any other approval or permit that may be required by the City of Columbus prior to such placement or to allow continued placement. This includes, but is not limited to, the issuance or renewal of a Special Right-of-Way Permit pursuant to Chapter 910.

Please submit this form to:

Lori Baudro, AICP
Program Coordinator
Columbus Planning Division
109 N. Front Street, gr. fl.
Columbus, Ohio 43215
p. 614.645.6986
f. 614.645.1483
lsbaudro@columbus.gov

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“UNDERSTANDING”) is entered on the ____ day of September, 2016 by and between the **CITY OF COLUMBUS, OHIO**, which is acting by and through its Department of Recreation and Parks (“CRPD”), a municipal corporation, and the **UNIVERSITY DISTRICT ORGANIZATION, INC. (“UDO”)**, an Ohio non-profit corporation, which understand and agree to the following:

- A. **WHEREAS**, CRPD owns certain real property located at 2057 IUKA AVENUE, COLUMBUS, OHIO 43201, known as Iuka Park (“PROPERTY”); and
- B. **WHEREAS**, The UDO will maintain any and all construction of the following within the PROPERTY;
 - 1) Wood sculpture at the east end of the park adjacent to Iuka Avenue and North Fourth Street and;
- C. **WHEREAS**, the City will not be responsible for construction, installation, maintenance and removal of any of the items B. The UDO will have full responsibility of day to day maintenance of the sculpture and;
- D. **WHEREAS**, it is understood by the UDO, if they can no longer care for the above, the UDO will remove the established sculpture and;
- E. **WHEREAS**, it is understood by UDO, if damage or disrepair is done to the sculpture beyond the natural decomposition of its materials, then the sculpture will be repaired as closely to its intended design as feasible and;
- F. **WHEREAS**, it is understood by UDO, if damage or disrepair is done to the sculpture and results in a total loss of the intended design, or if the sculpture disrupts any CRPD maintenance operations at the PROPERTY, the UDO will remove the established sculpture and;
- G. **WHEREAS**, it is understood by UDO, that at the end of the decomposition process, any remaining materials will be removed by the UDO.
- H. **WHEREAS**, the UDO understands and agrees that it shall indemnify, hold harmless, and defend the CITY OF COLUMBUS, OHIO, and all of the City’s officers, agents, and employees from and against all liability, judgements, or claims for bodily injuries to, or death of, persons, or damage to property, including attorney’s fees, caused or purportedly caused by CRPD, or its agents or employees.
- I. **WHEREAS**, this Understanding is not intended to be a contract or lease, and CRPD and UDO shall provide all rules and conditions of the use and occupancy of the PROPERTY, and the City and UDO reserves the right to terminate, at any time and for any reason; and

J. **WHEREAS**, the UDO understands and agrees that this MOU will expire September 2021.

K. **WHEREAS**, the relevant contacts for this Understanding are as follows:

1) COLUMBUS RECREATION AND PARKS DEPARTMENT

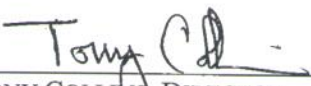

A. PRIMARY: TINA MOHN, (614) 645-3395, TMMOHN@COLUMBUS.GOV

2) UNIVERSITY DISTRICT ORGANIZATION

A. PRIMARY: MATTHEW HANSEN, (614) 294-5113, INFO@UNIVERSITYDISTRICT.ORG

Approved:

IN WITNESS WHEREOF, THE CITY OF COLUMBUS, OHIO, by TONY COLLINS, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS, UNIVERSITY DISTRICT ORGANIZATION, by MATTHEW HANSEN, EXECUTIVE DIRECTOR, and the representative, caused their respective organizations to be bound by the terms and conditions presented in the MEMORANDUM OF UNDERSTANDING.

<u>CITY OF COLUMBUS, OHIO,</u> A MUNICIPAL CORPORATION	<u>UNIVERSITY DISTRICT ORGANIZATION, INC.</u> OHIO NON-PROFIT CORPORATION
	
TONY COLLINS, DIRECTOR	MATTHEW HANSEN
DEPARTMENT OF RECREATION AND PARKS	EXECUTIVE DIRECTOR
DATE: <u>9.16.16</u>	DATE: _____